



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
 Tel (562) 908-8400 • Fax (562) 908-0459



SHERYL L. SPILLER
 Acting Director

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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

June 06, 2012

28 June 6, 2012

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO EXTEND 18 CONTRACTS WITH VARIOUS AGENCIES TO PROVIDE
 CALFRESH (FOOD STAMP) APPLICATION ASSISTANCE SERVICES
 (ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks a month-to-month extension of 18 Community-Based Organization (CBO) and Faith-Based Organization (FBO) contracts for the CalFresh (formerly Food Stamp) Application Assistance Services for a period of six months effective July 1, 2012. The recommended actions will enable DPSS to continue to utilize CBO/FBO CalFresh Application Assistance Contractors while developing a new Request for Statement of Qualifications (RFSQ) for these services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or her designee to execute amendments to extend the contracts with the 18 agencies listed in Attachment I, substantially similar to the amendment in Attachment II. The amendment will extend the contracts on a month-to-month basis for up to six months effective July 1, 2012 through December 31, 2012 for the CBO/FBO CalFresh Application Assistance Project. Attachment I provides the estimated cost for the extension for each of the 18 CBO/FBO contracts. The estimated cost for the six-month period is \$53,000, including \$5,080 for additional contracts.
2. Delegate authority to the Acting Director of DPSS or her designee, to award additional contracts, not to exceed a maximum of 25 contracts, through the California Department of Social Services approved RFSQ approach, pursuant to Manual of Policy and Procedures Section 23-650-17, provided: (a) the agencies submit Statement of Qualifications that are evaluated as either meeting or exceeding the standards set forth in the RFSQ; (b) sufficient funds are available and allocated for

that purpose in the Department's adopted budget; and (c) the additional agency(ies) will improve access to CalFresh application assistance services throughout the County.

3. Delegate authority to the Acting Director of DPSS or her designee, to execute contract amendments to increase or decrease the maximum contract sum by no more than 25 percent of the original maximum contract sum for the period of July 1, 2012 through December 31, 2012, provided that (a) sufficient funding is available, (b) prior Chief Executive Office (CEO) and County Counsel approval as to form is obtained and (c) the Acting Director or her designee notifies the CEO in writing within ten business days after execution of the amendment. All other aspects of the contract will remain true to form as executed July 17, 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue to provide CalFresh application assistance services to individuals in all five Supervisorial Districts. These services include assisting individuals with completing the CalFresh application and providing it to DPSS with all necessary supporting documentation. The CBOs/FBOs are currently paid a fixed fee of \$40 per approved application which is accompanied with full documentation. Payment is not allowed for denied applications or for those applications that require additional supporting documentation from applicants.

This extension is being requested due to a delay in the new DPSS CalFresh solicitation process impacted by the revision of the Statement of Work to include language on the new on-line application process, programmatic changes, and language addressing the Contractor Invoicing System. The Department is requesting a month-to-month extension to ensure there is no break in service delivery.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of Countywide Strategic Plan Goal #2: Enhance economic and social outcomes through integrated, cost-effective, and client-centered supportive services.

FISCAL IMPACT/FINANCING

The estimated contract cost for an additional month-to-month period effective July 1, 2012, not to exceed six months, is \$53,000, which includes a reserve of \$5,080 for additional contractors, not to exceed a total of 25 contractors. Funding for these contracts is included in the Fiscal Year 2012-13 Budget. Funding for the future year will be included in the Department's budget request. The cost of CalFresh services contracts will be offset by the Department's CalFresh Administration allocation, which pays for the costs of administering the CalFresh program. There is no additional net County cost once the County's Maintenance of Effort is met.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 9, 2010, the Board approved the two-year extension of 18 contracts with various agencies. The current contract for this service expires on June 30, 2012.

The contracts include performance outcomes that measure contractor performance.

The contracts will not result in the unauthorized disclosure of confidential information and will be in

full compliance with federal, State and County regulations.

The County may terminate the contracts with a written 30 calendar day notice.

The contracts include a provision that the County has no obligation to pay for services exceeding the maximum contract amount. Further, the Contractors will not be asked to perform services that will exceed the contract amount, scope of work, or contract dates.

The Living Wage Ordinance does not apply because the recommended contracts are non-Prop A contracts.

The CEO and County Counsel have reviewed this Board letter. The sample contract amendment has been approved as to form by County Counsel.

The California Department of Social Services approved the extension of these contracts.

CONTRACTING PROCESS

The monitoring of the CalFresh Application Assistance Services contracts is performed on an annual basis. Results from the most recent monitoring indicated that the Contractors were in compliance with contract requirements. The Contractors continue to perform satisfactorily during annual monitoring.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These contracts make CalFresh application assistance services available to interested households in the five Supervisorial Districts. The recommended action will not infringe on the role of the County in its relationship to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract will not result in reduced services.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

6/6/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Acting Director

SLS:vn

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

**CBO/FBO AGENCY ALLOCATION LIST FOR
CONTRACT PERIOD JULY 1, 2012 through DECEMBER 31, 2012**

FY 12/13 6 Months ALLOTMENT	SUPERVISORIAL DISTRICT	CBO/FBO AGENCY	
			1 Asian-American Drug Abuse Program, Inc. \$ 4,700.00
			2 Asian-Pacific Health-Care Venture, Inc. \$ 5,280.00
			3 Chicana Service Action Center, Inc. \$ 3,700.00
			4 Child & Family Guidance Center \$ 1,940.00
			5 Community Advocate Services, Inc. \$ 1,640.00
			6 Community Enhancement Services \$ 2,580.00
			7 Harbor Interfaith Services, Inc. \$ 2,080.00
			8 Healthcare Resources Foundations, Inc. \$ 1,440.00
			9 Korean American Family Service Center, Inc. \$ 2,580.00
			10 Korean Health Education Information & Research Center (KHEIR) \$ 2,460.00
			11 Los Angeles Regional Food Bank \$ 3,420.00
			12 Mount Sinai Missionary Baptist Church \$ 8,000.00
			13 Office of Samoan Affairs of California, Inc. \$ 585.00
			14 Robert F. Kennedy Institute of Community and Family Medicine \$ 1,790.00
			15 Santa Anita Family Service \$ 1,545.00
			16 Shalom Center for T.R.E.E. of Life \$ 1,790.00
			17 Tarzana Treatment Center, Inc. \$ 1,790.00
			18 Wings of Refuge \$ 600.00
TOTAL			\$ 47,920.00

**AMENDMENT NUMBER SIX
TO THE COOPERATIVE AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
SANTA ANITA FAMILY SERVICE, INC.
TO PROVIDE FOOD STAMP APPLICATION ASSISTANCE SERVICES**

Reference is made to the agreement entitled Cooperative Agreement, By and Between County of Los Angeles DPSS (County) and Santa Anita Family Service, Inc. (Contractor) to Provide Food Stamp Application Assistance Services dated August 15, 2007, and further identified as contract number #FSA07018, and any amendments thereto (hereafter referred to as "Agreement").

WHEREAS, this Amendment does not impact the Contractor's cost effectiveness; and

WHEREAS, County and Contractor intend to amend this Agreement to extend its term, to update insurance provisions and to provide for the other changes set forth herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **This Amendment shall commence upon execution. All changes set forth in this Amendment shall only be effective upon execution, and shall have no retroactive effect.**
2. **SECTION 4.0 TERM OF COOPERATIVE AGREEMENT**, Subsection 4.1.2 is added as follows:
 - 4.1.2 The term of the Agreement shall be extended on a month-to-month basis beginning July 1, 2012, and will automatically extend for additional one month increments on a month-to-month basis, for a total time period not to exceed December 31, 2012. Each monthly extension will occur without notice unless or until notice no less than ten days prior to the date of termination, is provided in writing by the Acting Director of DPSS or authorized representative advising the Contractor otherwise.
3. **SECTION 5.0 FISCAL PROVISIONS**, Subsection 5.1 Annual Maximum Contract Amount, Paragraph 5.1.1 is revised to add as follows:
 - 5.1.1 Between July 1, 2012 through December 31, 2012, the maximum Agreement amount shall be \$1,545. The County shall not be liable in any event for payment in excess of this maximum amount.

Effective July 1, 2012, on a month-to-month basis through December 31, 2012, the Contractor's invoices shall be priced in accordance with Appendix M-2, Budget. The County shall continue to pay the Contractor a firm, fixed rate of \$40 for each CalFresh application which is accompanied by full documentation and approved by DPSS.

4. **SECTION 5.0 FISCAL PROVISIONS**, Subsection 5.5 Invoices and Payments, Paragraph 5.5.9 is deleted in its entirety and replaced as follows:

5.5.9 Contractor shall submit an original and one copy of all invoices and transmittals for the month in which services were provided to:

Maria P. Rodriguez, Director
Department of Public Social Services
Contract Management Division, Section I
12900 Crossroads Parkway South, East Annex, 2nd Floor
City of Industry, CA 91746-3411

5. **SECTION 6.0 ADMINISTRATION OF COOPERATIVE AGREEMENT – COUNTY**, Subsection 6.1 County’s Contract Manager, is deleted in its entirety and replaced as follows:

6.1 The County’s Contract Manager is:

Sandra L. Smalls, Director
Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South, East Annex, 2nd Floor
City of Industry, CA 91746-3411

6. **SECTION 8.0 STANDARD TERMS AND CONDITIONS**, Subsection 8.22 **GENERAL INSURANCE REQUIREMENTS**, Paragraph 8.22.1 is deleted in its entirety and replaced as follows:

8.22.1 Evidence of Coverage and Notice to County

- Neither the COUNTY’s failure to obtain, nor the COUNTY’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Sandra L. Smalls, Director
Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South – East Annex 2nd
City of Industry, CA 91746-3411

7. **SECTION 8.0 STANDARD TERMS AND CONDITIONS**, Subsection 8.22 **GENERAL INSURANCE REQUIREMENTS**, Paragraph 8.22.3 **FAILURE TO MAINTAIN INSURANCE** is deleted in its entirety and replaced as follows:

8.22.3 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8. **SECTION 8.0 STANDARD TERMS AND CONDITIONS**, Subsection 8.22 **GENERAL INSURANCE REQUIREMENTS**, is amended to add as follows:

8.22.7 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

9. **Appendix M-1, Budget, is modified to add Appendix M-2, Budget, attached hereto and incorporated herein by reference.**

All other provisions, terms and conditions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number six to be subscribed on its behalf by the Acting Director of The Department Public Social Services and the CONTRACTOR has subscribed the same through its authorized officer, as of this _____ day of _____, 2012.

The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
Sheryl L. Spiller, Acting Director
Department of Public Social Services
County of Los Angeles

Date _____

CONTRACTOR

Contractor's Name (Print or Type)

By: _____
Authorized Signature

Date _____

Name _____
(Print or Type)

Title _____
(Print or Type)

Contractor's Corporation/LLC

By: _____
Authorized Signature

Date _____

Name _____
(Print or Type)

Title _____
(Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL
JOHN KRATTLI, ACTING COUNTY COUNSEL

By: _____
Allison Morse
Senior Deputy County Counsel

Date _____